

7283-C

AMENDMENT dated as of March 1, 1974,
between FIRST WESTERN BANK AND TRUST COMPANY,
as Owner-Trustee (hereinafter called the
Company), THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee (hereinafter called the
Trustee) and CANADIAN NATIONAL RAILWAY COM-
PANY (hereinafter called the Lessee).

RECORDATION NO. _____ Filed & Recorded

APR 8 1974 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

7180-D

WHEREAS the Trustee and the Company have entered
into Equipment Trust Agreement No. 5 dated as of September 1,
1973 (hereinafter called the Equipment Trust Agreement);

7201-D

WHEREAS the Trustee and the Company desire to
extend the Cut-Off Date, the Equipment Delivery Date and
the Investment Payment Date (as defined in the Equipment
Trust Agreement) from March 1, 1974, to July 1, 1974, as
permitted by Section 7.05 of the Equipment Trust Agreement;

7202-D

WHEREAS the Company and the Lessee have entered
into Leases of Equipment Nos. 1, 2, 3 and 5 dated as of
September 1, 1973 (hereinafter individually called Lease
No. 1, No. 2, No. 3 or No. 5 and together called the Leases);

WHEREAS the Company and the Lessee now desire to
amend Lease No. 5 to extend the date for delivery and settle-
ment for equipment to July 1, 1974, and to amend the Leases
to provide for additional rentals in Section 18 thereof;

[Signature]

WHEREAS the Company has been directed to enter into this Amendment by the beneficiaries under Owner Trust Agreements Nos. 1, 2, 3 and 5 dated as of September 1, 1973,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Equipment Trust Agreement is hereby amended by substituting in the first Whereas clause thereof the date July 1, 1974, for the date March 1, 1974, contained therein.

2. The Equipment Trust Agreement is hereby further amended by substituting in Section 1.01 thereof the date July 1, 1974, for the date March 1, 1974, appearing in the definitions of "Cut-Off Date", "Equipment Delivery Date" and "Investment Payment Date" contained therein.

3. The Equipment Trust Agreement is hereby further amended by adding at the end of Section 4.04⁽³⁾(a) thereof the following clause:

"(less any interest theretofore paid with respect to such principal amounts on any prior interest payment date)"

4. Leases Nos. 1, 2 and 3 are hereby amended by adding a Section 18(f) thereto as follows:

"(f) The Lessee agrees to pay to the Lessor on the Business Day next preceding March 1, 1974, an amount equal to interest at the rate of 8-1/4% per annum (i) on that portion of the proceeds from the sale of Long Term Trust Certificates from and including the date of issuance

thereof to the date of deposit of such proceeds under one of the Other Equipment Trust Agreements (as defined in the Equipment Trust Agreement) pursuant to Section 2.01 of the Equipment Trust Agreement and (ii) on that portion of the proceeds from the sale of Long Term Trust Certificates remaining on deposit with the Trustee on March 1, 1974, from and including the date of issuance thereof to March 1, 1974."

5. Lease No. 5 is hereby amended by substituting the date July 1, 1974, for the date March 1, 1974, in the second Whereas clause thereof.

6. Lease No. 5 is hereby amended by adding a Section 18(f) thereto as follows:

"(f) The Lessee agrees to pay to the Lessor on the Business Day next preceding March 1, 1974, an amount equal to interest at the rate of 8-1/4% per annum (i) on that portion of the proceeds from the sale of long term trust certificates under one of the Other Equipment Trust Agreements (as defined in the Equipment Trust Agreement) deposited with the Trustee under the Equipment Trust Agreement pursuant to Section 2.01 of such other Equipment Trust Agreement from and including the date of such deposit to March 1, 1974 and (ii) on that portion of the proceeds from the sale of Long Term Trust Certificates under the Equipment Trust Agreement remaining on deposit with the Trustee on March 1, 1974, from and including the date of issuance thereof to March 1, 1974."

7. The Company will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Equipment Trust Agreement.

8. Except as amended hereby, the Equipment Trust Agreement ^{and the Leases} shall remain unaltered and in full force and effect in all other respects.

9. This Amendment may be executed in counterparts

and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee,

[CORPORATE SEAL]

by

Authorized Officer

Attest:

Assistant Corporate
Trust Officer

FIRST WESTERN BANK AND TRUST
COMPANY, Owner-Trustee,

by

Authorized Officer

[CORPORATE SEAL]

by

Authorized Officer

Attest:

Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY

by

W. H. Baileys

Vice President

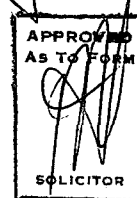
[Corporate Seal]

Attest:

[Signature]

ASSISTANT

Secretary



STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO } ss.:

On this day of before me personally appeared
 and , to me
personally known, each of whom, being by me duly sworn, says that each is
an Authorized Officer of FIRST WESTERN BANK AND TRUST COMPANY, that
one of the seals affixed to the foregoing instrument is the corporate seal of
said banking corporation, that said instrument was signed and sealed on
behalf of said banking corporation by authority of its Board of Directors,
and they acknowledged that the execution of the foregoing instrument was
the free act and deed of said banking corporation.

Notary Public

My commission expires

[NOTARIAL SEAL]

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } SS.:

On this day of before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

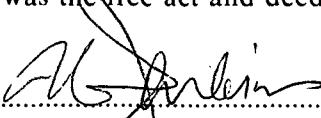
Notary Public

My commission expires

[NOTARIAL SEAL]

PROVINCE OF QUEBEC }
CITY OF MONTREAL } ss.:

On this 8th day of March 1974, before me personally appeared
with Bailey, to me personally known, who, being by me duly sworn,
says that he is a Vice President of CANADIAN NATIONAL RAILWAY COMPANY,
that the seal affixed to the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and he acknowledged that
the execution of the foregoing instrument was the free act and deed of said
corporation.


Commissioner for Oaths

R. G. Jenkins,
Commissioner for Oaths
Commissaire à l'Assermentation
District - Montreal
Expires June 15 1977

AMENDMENT dated as of March 1, 1974,
between FIRST WESTERN BANK AND TRUST COMPANY,
as Owner-Trustee (hereinafter called the
Company), THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee (hereinafter called the
Trustee) and CANADIAN NATIONAL RAILWAY COM-
PANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered
into Equipment Trust Agreement No. 5 dated as of September 1,
1973 (hereinafter called the Equipment Trust Agreement);

WHEREAS the Trustee and the Company desire to
extend the Cut-Off Date, the Equipment Delivery Date and
the Investment Payment Date (as defined in the Equipment
Trust Agreement) from March 1, 1974, to July 1, 1974, as
permitted by Section 7.05 of the Equipment Trust Agreement;

WHEREAS the Company and the Lessee have entered
into Leases of Equipment Nos. 1, 2, 3 and 5 dated as of
September 1, 1973 (hereinafter individually called Lease
No. 1, No. 2, No. 3 or No. 5 and together called the Leases);

WHEREAS the Company and the Lessee now desire to
amend Lease No. 5 to extend the date for delivery and settle-
ment for equipment to July 1, 1974, and to amend the Leases
to provide for additional rentals in Section 18 thereof;

WHEREAS the Company has been directed to enter into this Amendment by the beneficiaries under Owner Trust Agreements Nos. 1, 2, 3 and 5 dated as of September 1, 1973,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Equipment Trust Agreement is hereby amended by substituting in the first Whereas clause thereof the date July 1, 1974, for the date March 1, 1974, contained therein.

2. The Equipment Trust Agreement is hereby further amended by substituting in Section 1.01 thereof the date July 1, 1974, for the date March 1, 1974, appearing in the definitions of "Cut-Off Date", "Equipment Delivery Date" and "Investment Payment Date" contained therein.

3. The Equipment Trust Agreement is hereby further amended by adding at the end of Section 4.04(a) thereof the following clause:

"(less any interest theretofore paid with respect to such principal amounts on any prior interest payment date)"

4. Leases Nos. 1, 2 and 3 are hereby amended by adding a Section 18(f) thereto as follows:

"(f) The Lessee agrees to pay to the Lessor on the Business Day next preceding March 1, 1974, an amount equal to interest at the rate of 8-1/4% per annum (i) on that portion of the proceeds from the sale of Long Term Certificates from and including the date of issuance

thereof to the date of deposit of such proceeds under one of the Other Equipment Trust Agreements (as defined in the Equipment Trust Agreement) pursuant to Section 2.01 of the Equipment Trust Agreement and (ii) on that portion of the proceeds from the sale of Long Term Trust Certificates remaining on deposit with the Trustee on March 1, 1974, from and including the date of issuance thereof to March 1, 1974."

5. Lease No. 5 is hereby amended by substituting the date July 1, 1974, for the date March 1, 1974, in the second Whereas clause thereof.

6. Lease No. 5 is hereby amended by adding a Section 18(f) thereto as follows:

"(f) The Lessee agrees to pay to the Lessor on the Business Day next preceding March 1, 1974, an amount equal to interest at the rate of 8-1/4% per annum (i) on that portion of the proceeds from the sale of long term trust certificates under one of the Other Equipment Trust Agreements (as defined in the Equipment Trust Agreement) deposited with the Trustee under the Equipment Trust Agreement pursuant to Section 2.01 of such other Equipment Trust Agreement from and including the date of such deposit to March 1, 1974 and (ii) on that portion of the proceeds from the sale of Long Term Trust Certificates under the Equipment Trust Agreement remaining on deposit with the Trustee on March 1, 1974, from and including the date of issuance thereof to March 1, 1974."

7. The Company will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Equipment Trust Agreement.

8. Except as amended hereby, the Equipment Trust Agreement shall remain unaltered and in full force and effect in all other respects.

9. This Amendment may be executed in counterparts

and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee,

by

Frederick Lawrence
Authorized Officer

[CORPORATE SEAL]

Attest:

John E. Hoff
Assistant Corporate
Trust Officer

FIRST WESTERN BANK AND TRUST
COMPANY, Owner-Trustee,

by

Authorized Officer

[CORPORATE SEAL]

by

Authorized Officer

Attest:

Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY

by

Vice President

[Corporate Seal]

Attest:

Secretary

PROVINCE OF QUEBEC }
CITY OF MONTREAL } SS.:

On this day of , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of CANADIAN NATIONAL RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Commissioner for Oaths

STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO } SS.:

On this day of before me personally appeared
and , to me
personally known, each of whom, being by me duly sworn, says that each is
an Authorized Officer of FIRST WESTERN BANK AND TRUST COMPANY, that
one of the seals affixed to the foregoing instrument is the corporate seal of
said banking corporation, that said instrument was signed and sealed on
behalf of said banking corporation by authority of its Board of Directors,
and they acknowledged that the execution of the foregoing instrument was
the free act and deed of said banking corporation.

Notary Public

My commission expires

[NOTARIAL SEAL]

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } SS.:

On this 5th day of March before me personally appeared **F. W. KAWAM**, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of **THE CONNECTICUT BANK AND TRUST COMPANY**, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires
My Commission Expires March 31, 1977
[NOTARIAL SEAL]

AMENDMENT dated as of March 1, 1974,
between FIRST WESTERN BANK AND TRUST COMPANY,
as Owner-Trustee (hereinafter called the
Company), THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee (hereinafter called the
Trustee) and CANADIAN NATIONAL RAILWAY COM-
PANY (hereinafter called the Lessee).

WHEREAS the Trustee and the Company have entered
into Equipment Trust Agreement No. 5 dated as of September 1,
1973 (hereinafter called the Equipment Trust Agreement);

WHEREAS the Trustee and the Company desire to
extend the Cut-Off Date, the Equipment Delivery Date and
the Investment Payment Date (as defined in the Equipment
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permitted by Section 7.05 of the Equipment Trust Agreement;

WHEREAS the Company and the Lessee have entered
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September 1, 1973 (hereinafter individually called Lease
No. 1, No. 2, No. 3 or No. 5 and together called the Leases);

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amend Lease No. 5 to extend the date for delivery and settle-
ment for equipment to July 1, 1974, and to amend the Leases
to provide for additional rentals in Section 18 thereof;

WHEREAS the Company has been directed to enter into this Amendment by the beneficiaries under Owner Trust Agreements Nos. 1, 2, 3 and 5 dated as of September 1, 1973,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Equipment Trust Agreement is hereby amended by substituting in the first Whereas clause thereof the date July 1, 1974, for the date March 1, 1974, contained therein.

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thereof to the date of deposit of such proceeds under one of the Other Equipment Trust Agreements (as defined in the Equipment Trust Agreement) pursuant to Section 2.01 of the Equipment Trust Agreement and (ii) on that portion of the proceeds from the sale of Long Term Trust Certificates remaining on deposit with the Trustee on March 1, 1974, from and including the date of issuance thereof to March 1, 1974."

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"(f) The Lessee agrees to pay to the Lessor on the Business Day next preceding March 1, 1974, an amount equal to interest at the rate of 8-1/4% per annum (i) on that portion of the proceeds from the sale of long term trust certificates under one of the Other Equipment Trust Agreements (as defined in the Equipment Trust Agreement) deposited with the Trustee under the Equipment Trust Agreement pursuant to Section 2.01 of such other Equipment Trust Agreement from and including the date of such deposit to March 1, 1974 and (ii) on that portion of the proceeds from the sale of Long Term Trust Certificates under the Equipment Trust Agreement remaining on deposit with the Trustee on March 1, 1974, from and including the date of issuance thereof to March 1, 1974."

7. The Company will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Equipment Trust Agreement.

Jph 8. Except as amended hereby, the Equipment Trust Agreement *and the Leases* shall remain unaltered and in full force and effect in all other respects.

9. This Amendment may be executed in counterparts

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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee,

[CORPORATE SEAL]

by

Authorized Officer

Attest:

Assistant Corporate
Trust Officer

FIRST WESTERN BANK AND TRUST
COMPANY, Owner-Trustee,

by

J. M. Knowles
Authorized Officer

[CORPORATE SEAL]

by

J. A. Beers
Authorized Officer

Attest:

Paula S. Brown
Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY

by

Vice President

[Corporate Seal]

Attest:

Secretary

SS.:

ity of its Board of Directors
the foregoing instrument wa
ation.

Notary Public
OFFICIAL SEAL
C. S. WHITE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN FRANCISCO COUNTY
My Commission Expires Mar. 8, 1976

Notary Public
OFFICIAL SEAL
C. S. WHITE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN FRANCISCO COUNTY
My Commission Expires Mar. 8, 1976

SS.3

.....
Notary Public

.....
Notary Public

.....
Notary Public

PROVINCE OF QUEBEC }
CITY OF MONTREAL } SS.:

On this day of , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of CANADIAN NATIONAL RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Commissioner for Oaths